



Butter Fish Services

Cancellations and No-Shows Policy and Procedures

1. Purpose

This policy refers to cancellation of services (supports) and/or failure to attend (no show) a scheduled appointment with Butterfish Services Pty Ltd (BFS).

Its purpose is to ensure participants, staff and contract service providers understand the BFS authorised framework regarding BFS processes and obligations to service participants regarding cancellation of supports and no shows.

Specifically, it addresses the required notice and consequences, including impact on participant Plans, if participants cancel supports or fail to attend (no show) a scheduled appointment with BFS.

2. Policy Statement

BFS aims:

- (i) to reflect the requirements of the NDIS Terms of Business for Registered Providers and the most current NDIA Price Guide;
- (ii) to balance participant and BFS financial interests in relation to cancellations and no-shows, and;
- (iii) to make all reasonable attempts to safeguard participants who no-show.

3. BFS compliance with Legislation/Standards

This Policy complies with NDIA <http://www.ndis.gov.au/finding-and-engaging-providers> on the management of cancellation of services by a participant.

BFS is also committed and acknowledges it needs to follow the Industrial Laws and the National Disability Insurance Scheme (NDIS) to roster and pay staff appropriately.

This Cancellation Policy and Procedure is compliant with:

- (i) the National Standards for Disability Services.
- (ii) Cancellations and "no shows" of scheduled supports (NDIA Price Guide Aug 2015 and NDIS Terms of Business).
- (iii) Social Community Home Care and Disability Services Industry Award.
- (iv) Health Professionals and Support Services Award.

4. Cancellations and No Shows Procedure

The preferred method for participants to cancel an appointment or support is to notify the **BFS Operations Manager on 0477 333 727** or email to admin@butterfish.com.au within the business hours of 9:00am to 5:00pm to give reasonable notice as detailed below.



Definitions:

- (i) *Cancellation With Notice*: Cancellation of the scheduled delivery of supports with at least the notice as required by this Service Agreement. Refers to a participant notifying BFS, in advance, that scheduled hours of service are not required or unable to be received.
- (ii) There are two categories of cancellation:
 - Short notice – where less than **24 hours' notice** is provided.
 - Reasonable Notice – where **48 hours or greater notice** is provided.
- (iii) *Cancellation Without Notice*: Where no notice or less than the notice period required by this Service Agreement has been given.
- (iv) *No-Show*: Refers to an individual participant not attending, or being unavailable, without notice for a scheduled service, or where the participant is not at the agreed location at the agreed time to receive a scheduled support.
- (v) Notice Period Summary:

| Notice Period before Scheduled Service | Notice Period |
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| Reasonable notice | 48 hours or greater notice is given (or more than 48 hours on weekends/public holidays) |
| Short notice | Where less than 24 ours' notice is provided (or <i>less than 48 hours</i> on weekends or public holidays) |
| No Notice (No Show) | Not applicable |

BFS Actions and Fees

BFS will take the following actions in the event that a participant cancels supports, or fails to attend a scheduled support (no show), or makes themselves unavailable for supports:

- (i) If supports are cancelled with reasonable notice, as defined above, no charge applies.
- (ii) The cancellation of a BFS service by the participant, or failure to attend a scheduled service without notice (No Show), may result in the participant being charged the full applicable fee for the agreed service and where appropriate, NDIS funding may be claimed.
- (iii) Where the participant attends for only part of the scheduled service, without notice, payment for the entirety of the booked service may be charged.
- (iv) In the event that reasonable notice is not given or the participant no-shows, BFS will charge the participant for the supports that would have been delivered.



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(v) For instances where BFS initiates the cancellation of a service due to operational reasons, the service will be rescheduled at no penalty to either party.

(vi) Action and Fee Summary:

| Notice Period before Scheduled Service | Notice Period | Action | Fee |
|---|---|--|-------------------------------|
| Reasonable notice | 48 hours or greater notice is given (or more than 48 hours on weekends/public holidays) | No Penalty and Service rescheduled. | N/A |
| Short notice | Where less than 24 ours' notice is provided (or <i>less than 48 hours</i> on weekends or public holidays) | Participant forfeits the service if it cannot be offered and booked to another participant and BFS is paid as if the Service occurred. | As per scheduled service fee. |
| No Notice (No Show) | | Participant forfeits the service and BFS is paid as if the Service occurred. | As per scheduled service fee. |

(vii) Multiple Occasions of Cancellation or No Show Summary:

| For Cancellation of Personal Care and Community Access supports: | |
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| <i>Number of Multiple Occasions</i> | <i>Outcome and Action</i> |
| Up to and including eight (8) occasions a year (in a continuous 12 month period) if reasonable notice is not given, short notice given or no notice given. | <p>The NDIA permits that cancellations without notice and no-shows can be charged against the NDIA Plan for a minimum of two (2) hrs per missed shift up to (and including) 8 times a year.</p> <p>The BFS Operations Manager records the participant cancellation or no-show in the BFS participant management system, coded in accordance with the NDIS requirements as a cancellation or a no-show.</p> |



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| <p>Ninth (9th) or more occasions where reasonable notice is not given, short notice given or no notice given.</p> | <p>Where participants have cancelled or are no-shows on nine (9) or more occasions in a year, BFS will notify the NDIA to enable consideration of review of the participant’s Plan. Ongoing service provision may immediately be affected.</p> <p>The BFS Operations Manager records the participant cancellation or no-show in the BFS participant management system, coded in accordance with the NDIS requirements as a cancellation or a no-show and generates an invoice to the participant.</p> |
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(viii) Therapeutic Services - Maximum Number of Hours Chargeable:

| <p>For Cancellation of Therapeutic Services Support:</p> | |
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| <p>Up to and including two (2) hours a year (continuous 12 month period) if reasonable notice not given, short notice given or no notice given.</p> | <p>The NDIA permits that cancellations without notice and no-shows for therapeutic services can be charged up to (and including) two (2) hours a year.</p> <p>The BFS Operations Manager records the participant cancellation or no-show in the BFS participant management system, coded in accordance with the NDIS requirements as a cancellation or a no-show.</p> |
| <p>Third (3rd) or more hours if reasonable notice not given, short notice given or no notice given.</p> | <p>The BFS Operations Manager records the participant cancellation or no-show in the BFS participant management system, coded in accordance with the NDIS requirements as a cancellation or a no-show and generates an invoice to the participant.</p> |

(ix) Cancellation of Other Supports:

| <p>Cancellation of other Supports:</p> |
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| <p>The NDIA does not permit charges against the NDIA plan and the participant will be personally charged.</p> <p>The BFS Operations Manager records the participant cancellation or no-show in the BFS participant management system, coded in accordance with the NDIS requirements as a cancellation or a no-show and generates an invoice to the participant.</p> |

(x) Special Circumstances Regarding Cancellation Charges:

Charges may be waived if the participant has experienced a catastrophe, e.g. emergency hospitalisation or a death in the family.



The decision to waive the charge will be made by the Managing Director or the Operations Manager in their absence.

The discretion not to charge does not apply in any other circumstances and is not exercisable by other levels of staff.

If BFS cancel the scheduled service/program or staff fail to show, then there is no charge to the participant and the support will be rescheduled.

BFS will make every effort to ensure this situation does not occur and the Operations Manager will make all reasonable attempts to check on the welfare of the participant on that day.

(xi) BFS Systems to Manage Cancellations and No Shows:

Where the participant fails without notice to attend for the planned support, BFS will make every effort to contact the participant to confirm the participant non-attendance.

BFS has business arrangements in place to minimise the risk of cancellation, no show or late change to a scheduled support including:

- rescheduling the support;
- advise periods for cancellations and changes to agreed appointments.

Additionally, BFS work with participants that cancel frequently to improve their ability to make appointments.

BFS has additional management systems in place where there is a specific risk that a participant will frequently “not show” for a support due to the nature of a person’s disability or the nature of the support, for example behaviour intervention supports,

BFS will have suitable individual specific arrangements in place to maximise the likelihood the person will receive all their required supports.

5. Safeguarding and No-Shows

(also included in the BFS Emergencies Policy and the BFS Workplace Risk Policy)

In the event of a no-show, the employee rostered to support the customers will complete the following in sequence unless they are sure of the customer’s safety:

- phone the customer to check on their safety (if appropriate to do so);
- if at the customer’s home;
 - look through windows;
 - check if the customer’s vehicle is onsite (if applicable);
- phone the nominated emergency contact, the **Operations Manager on 0477 333 727** and seek direction on next steps.



The Operations Manager will:

- assess and determine the next steps including whether to persist with contacting the customer, their emergency contact person or other authorities having regard to what is known about the customer, their behaviours and risks, and
- review the BFS Roster for the relevant employee of the no-show and make a decision regarding the employee's next engagement (if relevant).

6. Employee Pay When Cancellation Occurs

Employees will be paid as per the relevant Award.

7. Communication of This Policy

This policy will be publicly available via the BFS website.

This policy is available for all employees in the designated Intranet BFS *Policies & Procedures* folder and in the hard copy Policy and Procedures folder.

8. Responsibilities

The Managing Director is responsible for the authorisation and approval of the policy and overseeing the implementation and management of this policy.

The Managing Director as Quality Management System Coordinator is responsible for communicating and the continuous improvement of this policy.

The Managing Director is responsible for ensuring that the required information is provided against the policy and to ensure compliance and support the staff and subcontractors in their roles.

All staff, subcontractors, and visitors are expected to:

- Comply with reasonable instruction by BFS.
- Co-operate with any reasonable policies and procedures of BFS.

All staff are required to comply with BFS policies and procedures to ensure the best outcomes of all other staff, subcontractors, and visitors. Failure to comply with this policy may lead to disciplinary action or termination of their employment or service.

Don MacAskill
Managing Director